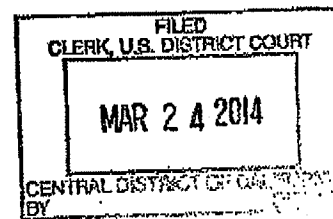


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URBAN OUTFITTERS, INC.



8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11
12 ZAYDA SANTIZO, individually and on
behalf of other persons similarly situated,

13 Plaintiff,

14 v.

15 URBAN OUTFITTERS, INC.,
16 and DOES 1 — 50,

17 Defendants.
18

CV14-2245 DSF RZX
Case No. _____

NOTICE OF REMOVAL AND REMOVAL
OF ACTION TO FEDERAL COURT
UNDER 28 U.S.C. § 1332(d)

19
20 TO THE CLERK OF THE FEDERAL DISTRICT COURT FOR THE CENTRAL
21 DISTRICT OF CALIFORNIA:

22 PLEASE TAKE NOTICE that defendant URBAN OUTFITTERS, INC. ("Defendant"),
23 submits this notice of removal pursuant to 28 U.S.C. §§ 1332(d) (the Class Action Fairness Act),
24 1441, and 1453 to effect the removal of the above-entitled action from the Superior Court of the
25 State of California, County of Los Angeles, to the United States District Court for the Central
26 District of California.

27
28
DRINKER BIDDLE &
REATH LLP
ATTORNEYS AT LAW
SAN FRANCISCO

NOTICE OF REMOVAL AND REMOVAL OF
ACTION TO FEDERAL COURT

I.

BACKGROUND

1. On February 14, 2014, plaintiff Zayda Santizo ("Plaintiff"), individually and on behalf of other persons similarly situated, filed a complaint against Defendant entitled "*Zayda Santizo, individually and on behalf of other persons similarly situated v. Urban Outfitters, Inc., and Does 1-5.*" in the Superior Court of California, for the County of Los Angeles, Case No. BC-536316 (hereinafter, the "Complaint").

2. Plaintiff and the members of the putative class she seeks to represent are current and/or former non-exempt employees who were paid on an hourly basis and who worked at Urban Outfitters retail locations within California. The Complaint alleges six causes of action: (1) violation of California Labor Code §§ 1194, 1194.2, and 1197 (failure to pay minimum wages); (2) violation of California Labor Code §§ 510 and 1194 (failure to pay overtime wages); (3) violation of California Labor Code §§ 204 and 218, *et seq.* (failure to all pay wages earned each period); (4) violation of California Labor Code §§ 201, 202, 203, 218, *et seq.*, and California Civil Code § 3287(a) (failure to pay wages timely upon cessation of employment); (5) violation of California Labor Code §§ 226, 218, *et seq.*, and California Civil Code § 3287(a) (non-compliant wage statements); and (6) violation of California Business and Professions Code § 17200, *et seq.*

3. On March 21, 2014, Defendant filed Defendant Urban Outfitters, Inc.'s Answer to Complaint for Damages ("Answer").

4. True and correct copies of Plaintiff's Complaint and Defendant's Answer are attached hereto as Exhibit A. The allegations in the Complaint are incorporated for reference in this notice of removal but are not admitted.

5. No other proceedings have occurred in this action.

II.

TIMELINESS OF REMOVAL

6. Defendant was served with the summons and Complaint through personal service on Corporation Service Company on February 20, 2014. As such, this notice of removal is timely

as it is filed within 30 days of the receipt of the summons and Complaint. 28 U.S.C. § 1446(b).

III.

VENUE

7. The Central District of California, Western Division embraces the County of Los Angeles, where the action was pending prior to the filing of this Notice of Removal. Accordingly, venue is proper in the U.S. District Court for the Central District of California, Western Division. 28 U.S.C. § 1441(a); C.D. Cal. General Order 349.

IV.

JURISDICTION PURSUANT TO THE CLASS ACTION FAIRNESS ACT

8. Defendant removes this action pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005 (“CAFA”). CAFA provides the federal district courts with original jurisdiction over civil class action lawsuits filed under federal or state law in which any member of a class of plaintiffs is a citizen of a state different from any defendant and where the matter in controversy exceeds \$5 million exclusive of interest and costs. 28 U.S.C. § 1332(d)(2). The exceptions set forth in 28 U.S.C. § 1332(d)(3)–(5) are not applicable here.

9. This action was initially brought pursuant to California Code of Civil Procedure § 382 on behalf of a putative class (Complaint ¶¶ 20-21), the size of which is unknown to Plaintiff (*id.* ¶ 22), but which Plaintiff believes consists of no less than 400 persons. Plaintiff claims the size is so numerous that the individual joinder of all members is impracticable. *Id.*

10. This Court has original jurisdiction over the case under 28 U.S.C. § 1332(d)(2) because the case is filed as a civil class action, the proposed class contains at least 100 members, the amount in controversy exceeds \$5 million exclusive of interest and costs, and at least one member (if not all) of the class of plaintiffs is a citizen of a state different from that of Defendant.

A. DIVERSITY OF CITIZENSHIP EXISTS AMONG THE PARTIES

11. Pursuant to 28 U.S.C. § 1453(b), “A class action may be removed to a district court of the United States in accordance with section 1446 (except that the 1-year limitation under section 1446(c)(1) shall not apply), without regard to whether any defendant is a citizen of the State in which the action is brought, except that such action may be removed by any defendant

without the consent of all defendants.” CAFA’s diversity requirement is satisfied when any member of a class of citizens is a citizen of a state different from that of any other defendant. 28 U.S.C. § 1332(d)(2).

12. Defendant is informed and believes that Plaintiff Zayda Santizo has been a citizen of Los Angeles County, California, at all times relevant to this matter. Plaintiff’s Complaint states that she is a California resident and, at all relevant times, “Plaintiff was employed... on an hourly basis... at one of Defendant’s location [sic] in Los Angeles County, California.” Complaint ¶ 6. Based on payroll and human resources records maintained by Defendant, Plaintiff worked at only one Urban Outfitters store: the Urban Outfitters store located at 1440 Third Street Promenade, Santa Monica, CA 90401. Declaration of Catherine Green in Support of Notice of Removal and Removal Under 28 U.S.C. § 1332(d) (“Green Decl.”) ¶ 4. According to these records, Plaintiff’s only listed address was P.O. Box 2313, Hawthorne, CA 90251. *Id.* Based on publicly available information and records, Plaintiff resides in Los Angeles County at 12359 Gale Ave., Apartment A, Hawthorn, California 90250 at the time she filed her Complaint, and has resided in California since at least 2008. *See* Ex. 1 (LexisNexis Public Records Report) to Green Decl. Based on these facts, Plaintiff’s state of domicile is California, and Plaintiff is, accordingly, a citizen of California. *See Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983) (providing that, for diversity purposes, a person is a citizen of the state in which he or she is domiciled).

13. Plaintiff proposes three classes consisting of (1) “[a]ll current and former hourly paid employees of Urban Outfitters, Inc. in California at any time beginning four years prior to the filing of the Complaint through the date notice is mailed to the class” (“Unpaid Wages Class”); “[a]ll former hourly paid employees of Urban Outfitters, Inc. in California whose employment by Urban Outfitters, Inc. ended within three years of the filing of the Complaint” (“Waiting Time Penalty Class”); and (3) “[a]ll current and former hourly employees of Urban Outfitters, Inc. whose employment with Urban Outfitters, Inc. included any period of time during the period beginning one year from the date of the filing of this action through the date notice is mailed to the Class” (“Payscale Class”). Complaint ¶ 20.

14. A corporation “shall be deemed a citizen of any State by which it has been incorporated and of the State where it has its principal place of business.” 28 U.S.C. § 1332(c). Defendant is—and was at the time the Complaint was filed—incorporated in the Commonwealth of Pennsylvania, with its principal place of business at 5000 S. Broad Street, Philadelphia, Pennsylvania. Green Decl. at ¶ 2; *see also* Urban Outfitters, Inc., Securities and Exchange Commission Form 8-K filed March 10, 2014 (listing Pennsylvania as both the state of incorporation and the location of the company's principal executive offices), *available at* <http://www.sec.gov/Archives/edgar/data/912615/000119312514093584/d691625d8k.htm> (last visited March 19, 2014). Thus, Defendant is a citizen of Pennsylvania.

15. The citizenship of fictitious defendants is disregarded for purposes of establishing removal jurisdiction under 28 U.S.C. § 1332. 28 U.S.C. § 1441(b)(1).

16. Here, diversity of citizenship is met because Plaintiff and at least some, if not all of the putative class members are citizens of California while Defendant is a citizen of Pennsylvania. *See* 28 U.S.C. § 1332(d)(2)(A).

B. THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION

17. The Complaint is silent as to the total amount of monetary relief sought. The failure of Plaintiff to specify the total amount of monetary relief sought, however, does not deprive this Court of jurisdiction nor bar removal. *See Levine v. BIC USA, Inc.*, No. 07cv1096-LAB (RBB), 2007 U.S. Dist. LEXIS 60952, at *7-8 (C.D. Cal. Aug. 19, 2007).

1. A Preponderance-of-the-Evidence Standard Applies

18. A preponderance-of-the-evidence standard applies when assessing whether the amount in controversy exceeds \$5 million. *Rodriguez v. AT&T Mobility Services LLC*, No. 13-56149, 2013 WL 4516757, *7 (9th Cir. Aug. 27, 2013); *see also, Rea v. Michaels Stores Inc.*, No. 14-55008, 2014 WL 607322, *3-4 (9th Cir. Feb. 18, 2014) (reversing order remanding action and reaffirming an earlier Ninth Circuit holding that a preponderance of the evidence standard—and not the more burdensome legal certainty standard—applies to CAFA removals). The preponderance-of-the-evidence standard means only that a defendant must provide evidence establishing that it is “more likely than not” that the amount in controversy is met. *Sanchez v.*

1 *Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996). This standard is not “daunting,”
 2 and courts recognize that a removing defendant is not obligated to “research, state, and prove the
 3 plaintiff’s claims for damages.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199 (E.D.
 4 Cal. 2008) (citing *McCraw v. Lyons*, 863 F. Supp. 430, 434 (W.D. Ky 1994)). In measuring the
 5 amount in controversy, the ultimate inquiry is what amount is put “in controversy” by the
 6 plaintiff’s complaint, not what a defendant will actually owe. *Id.*

7 **2. The Amount in Controversy Exceeds \$5 Million**

8 19. Without admitting any allegations in the Complaint and without conceding that
 9 Plaintiff’s definition of the putative class is proper, that class certification is appropriate, or that
 10 Plaintiff’s application of various statutes of limitations is appropriate, Defendant states that
 11 Plaintiff has alleged claims that place an amount in excess of \$5 million in controversy. The
 12 assertions of Defendant herein are limited to its preliminary understanding of Plaintiff’s claims
 13 and data currently available to Defendant.

14 20. According to Plaintiff, the size of the putative class is so numerous that the
 15 individual joinder of all members is impracticable. Complaint ¶ 22. Plaintiff estimates that there
 16 are no less than 400 persons in the Unpaid Wages Class and no less than 200 persons in the
 17 Waiting Time Penalty and Paystub Classes. *Id.* Plaintiff proposes three classes consisting of (1)
 18 “[a]ll current and former hourly paid employees of Urban Outfitters, Inc. in California at any time
 19 beginning four years prior to the filing of the Complaint through the date notice is mailed to the
 20 class;” “[a]ll former hourly paid employees of Urban Outfitters, Inc. in California whose
 21 employment by Urban Outfitters, Inc. ended within three years of the filing of the Complaint;”
 22 and (3) “[a]ll current and former hourly employees of Urban Outfitters, Inc. whose employment
 23 with Urban Outfitters, Inc. included any period of time during the period beginning one year from
 24 the date of the filing of this action through the date notice is mailed to the Class.” *Id.* ¶ 20.
 25 Defendant asserts that 7,955 individuals worked as hourly employees in California-based Urban
 26 Outfitters stores from February 14, 2010, to present (Green Decl. at ¶ 5), 3,451 individuals
 27 worked as hourly employees in California-based Urban Outfitters stores from February 14, 2013,
 28 to present (*id.* ¶ 8), and 5,220 individuals were terminated or resigned from their employment at

1 California-based Urban Outfitters stores from February 14, 2011, to February 14, 2014 (*id.* ¶ 6).

2 21. Plaintiff alleges that Defendant failed to pay Plaintiff and the putative class
3 members minimum wages; failed to pay overtime wages; failed to pay all wages earned each pay
4 period; failed to timely pay wages owed upon termination; failed to furnish accurate itemized
5 wage statements; and engaged in unfair business practices in violation of California Business and
6 Professions Code § 17200. Complaint, *passim*. Plaintiff claims she and the putative class
7 members are entitled to restitution, compensatory damages, liquidated damages, statutory
8 penalties, interest, injunctive relief, attorneys' fees, costs, and other relief deemed appropriate by
9 the Court. *Id.* at Prayer for Relief.

10 22. In determining whether the jurisdictional amount in controversy has been satisfied,
11 courts may consider the maximum statutory penalty available. *Chabner v. United of Omaha Life*
12 *Ins. Co.*, 225 F.3d 1042, 1046 n.3 (9th Cir. 2000). Plaintiff specifically requests penalties
13 permitted by Labor Code §§ 203, 218, 226, 1194, 1197.1, and California Civil Code § 3287(a).

14 **a. Minimum Wages Claim**

15 23. Defendant estimates that Plaintiff's claim for both straight-time wages and
16 minimum-wage penalties¹ may total \$10,227,836.72. Defendant's estimate of straight-time
17 wages—\$819,486.72—is based on an estimated one hour per employee per pay period,² at an
18 estimated hourly wage of \$9.12,³ for an estimated workforce, at any given time, of 1,152⁴ per
19 year during the three-year period.⁵

20 24. This estimate—and particularly Defendant's application of one hour of additional

21 _____
22 ¹ Under California Labor Code § 1197.1, an employer who pays an employee less than the
23 minimum fixed by an order of the Labor Commission is subject to a civil penalty of \$100 for an
initial violation and \$250 for subsequent violations.

24 ² Green Decl. ¶ 5 (providing that Urban Outfitters had bi-weekly pay periods at all
relevant times, i.e., 26 pay periods per year).

25 ³ *Id.* ¶ 6 (providing that the average hourly rate during the three-year period was \$9.12).

26 ⁴ *Id.*

27 ⁵ \$9.12 x 1 hour x 26 pay periods x 3 years x 1,152 putative class members =
28 \$819,486.72.

wages—is reasonable. First, although the highest hourly rate paid to putative class members was \$24.28,⁶ Defendant’s calculation uses the more conservative hourly rate of \$9.12. Second, in the Complaint Plaintiff states that “[a]t all times during the liability period, Plaintiff and other similarly situated hourly paid employees were systematically not paid for all time they were suffered and permitted to work because they were required to, after clocking-out, go through a ‘bag check’ procedure prior to leaving the store.” (Complaint ¶ 16). Plaintiff also states that during the liability period, “Defendant did not pay Plaintiff and all other members of the putative class for *all time worked*.” *Id.* ¶ 17 (emphasis added). Plaintiff later states that “Defendant failed to pay Plaintiff and other members of the [putative class] *for all wages and penalties earned and to which they were entitled each pay period* on the regular payday for the pay period.” *Id.* ¶ 45 (emphasis added); *see also id.* ¶¶ 30, 46 (““at all relevant times” Defendant “maintained and continues to maintain a [sic] policies and practices which result in the [putative class members] performing work for which they are not paid...requiring [putative class members] to perform various duties off-the-clock without compensation for time actually worked off-the-clock.”). Thus, Defendant’s estimate of one hour per pay period is, if anything, too conservative. *See Muniz v. Pilot Travel Ctrs.*, No. 07-0325, 2007 WL 1302504, at *2 (E.D. Cal. May 1, 2007) (finding that defendant need not “prove the plaintiff’s claims” and assuming 100% violation rate when calculating amount in controversy); *Helm v. Alderwoods Grp., Inc.*, No. 08-1184, 2008 WL 2002511, at *5 (N.D. Cal. May 7, 2008) (“[D]efendants cannot be expected to try the case themselves for purposes of establishing jurisdiction, and then admit ... that a certain number of ... violations did indeed occur.”); *Bryan v. Wal-Mart Stores, Inc.*, No. 08-5221, 2009 U.S. Dist. LEXIS 18555, at *10 (N.D. Cal. Feb. 23, 2009) (same); *Heejin Lim v. Helio, LLC*, No. 11-9183, 2012 U.S. Dist. LEXIS 12871, at *9 (C.D. Cal. Feb. 2, 2012) (“Defendants effectively would be required to concede liability were the Court to require a stronger showing....”).

25. Defendant’s estimate of minimum wage penalties—\$9,408,350.00—is based on 39,704 paychecks having been issued within the one-year statutory period to 3,451 putative class

⁶ Green Decl. ¶ 5.

members⁷ and a \$100 penalty for all initial violations and a \$250 penalty for all subsequent violations.⁸

b. Overtime Claim

26. Defendant estimates that Plaintiff's claims for overtime could total \$1,229,230.08. This figure is based on an estimated one hour of overtime per pay period at an estimated overtime rate of \$13.68 (150% of the average regular hourly rate) for an estimated workforce, at any given time, of 1,152 employees during the applicable three-year period.⁹ For the reasons explained in paragraph 24, this estimate is reasonable.

c. Pay Day Violations

27. Labor Code § 204 provides as follows:

All wages . . . are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Should a violation occur, employers are liable in the amount of \$100 for initial violations and \$200, plus 25% of the amount unlawfully withheld, for subsequent, willful, or intentional violations. Cal. Lab. Code § 210.

28. Here, based on 39,704 paychecks having been issued to 3,451 putative class members during the one-year statutory period and the more conservative initial violation penalty of \$100 applied for all violations, Plaintiff has placed at least \$3,970,400 in controversy.¹⁰

29. This calculation—including application of one violation per pay period—is reasonable in light of Plaintiff's own allegations, including those described above. *See e.g.*,

⁷ *Id.* ¶ 7.

⁸ (\$250 penalty x 39,704 paychecks) – (\$150 x 3,451 putative class members) = \$9,408,350.00.

⁹ \$13.68 x 1 hour x 26 pay periods x 3 years x 1,152 putative class members = \$1,229,230.08:

¹⁰ 39,704 paychecks x \$100 = \$3,970,400 .00.

Complaint ¶ 16 (alleging that “Plaintiff and other similarly situated hourly paid employees were systematically not paid for all time they were suffered and permitted to work because they were required to, after clocking-out, go through a ‘bag check’ procedure prior to leaving the store.”); *id.* ¶ 17 (providing that, “Defendant, in not paying for the time needed to conduct the “bag check” procedure engaged in the rounding of hours for payment to Plaintiff and all other members of the putative class, and therefore systematically reduced the time worked by Plaintiff and all other members of the putative class.”); *id.* ¶ 46 (alleging that “within the applicable limitations period, Defendant maintained and continues to maintain a policy or practice of requiring members of the Unpaid Wages Class to perform various duties off-the-clock without compensation for time actually worked off-the-clock.”); *id.* ¶ 45 (alleging that “Defendant failed to pay Plaintiff and other members of the Unpaid Wages Class for all wages and penalties earned and to which they were entitled each pay period on the regular payday for the pay period”); *see also Quintana v. Claire’s Stores, Inc.*, 2013 WL 1736671, *5-7 (N.D. Cal. Apr. 22, 2013) (denying motion to remand and finding defendant’s calculations as to waiting time penalties reasonable where defendant “assume[d] one violation per employee per pay period”). The calculation is also conservative in light of Defendant’s application of only the initial violation penalty of \$100 for all violations, including subsequent violations.

d. Waiting Time Penalties Claim

30. Under the Labor Code, employers must timely pay employees who are discharged or quit, otherwise, the wages of the employees shall continue as a penalty from the due date until paid, with a maximum penalty period of 30 days. Cal. Lab. Code §§ 201, 203.

31. Defendant estimates waiting time penalties of \$5,712,768.00¹¹ based on 5,220¹² employees whose employment terminated during the three-year statute of limitations and at least 30 days prior to the date of removal and based on a conservative four-hour day at an estimated

¹¹ \$9.12 x 4 hours x 30 days x 5,220 putative class members = \$5,712,768.00.

¹² *See Green Decl.* ¶ 6.

1 average hourly wage of \$9.12.¹³ This calculation is reasonable—and particularly Defendants
 2 application of a 30-day period—in light of Plaintiff’s claim that she these employees “did not
 3 receive all money owed them at the time their employment with Defendant ceased *and they still*
 4 *have not received such pay.*” Complaint ¶ 18 (emphasis added).

5 **e. Wage Statement Claim**

6 32. California Labor Code § 226 requires employers to provide complete and accurate
 7 wage statements to its employees. Employers are liable to employees for each pay period in
 8 which they fail to provide compliant wage statements, with a penalty of \$50 for the initial
 9 violation and \$100 for each subsequent violation, not to exceed \$4,000 per employee. Cal. Lab.
 10 Code § 226.

11 33. Using a figure of 39,704 paychecks within the one-year statutory period, 3,451
 12 putative class members, a \$50 penalty for the first wage statement violation and a \$100 penalty
 13 for all subsequent violations, Defendant estimates this claim may total \$3,797,850.00.¹⁴

14 **f. Attorneys’ Fees**

15 34. Based on the figures above, which represent Defendant’s best assessment of
 16 Plaintiff’s claims based on the allegations in the Complaint, the total amount of relief sought by
 17 Plaintiff, exclusive of interest, costs, and attorneys’ fees, is approximately \$24,938,084.80.
 18 Because the Court is to consider attorneys’ fees when assessing whether a complaint meets the
 19 amount in controversy requirement (*Goldberg v. C.P.C. Int’l, Inc.*, 678 F.2d 1365, 1367 (9th Cir.
 20 1982)), and because attorneys’ fees in a class action case of this size may exceed one fourth of the
 21 class recovery, Defendant estimates that an additional \$6,234,521.20 is in controversy.¹⁵
 22 Altogether, Plaintiff has placed \$31,172,606.00 in controversy.

23 //

24 //

25 ¹³ *See id.*

26 ¹⁴ (\$100 penalty x 39,704 paychecks) – (\$50 x 3,451 putative class members) =
 27 \$3,797,850.00.

28 ¹⁵ \$24,938,084.80 x 0.25 = \$6,234,521.20

Unpaid Minimum Wage Damages and Penalties	\$10,227,836.72
Unpaid Overtime Damages	\$1,229,230.08
Pay Day Penalties	\$3,970,400.00
Waiting Time Penalties	\$5,712,768.00
Wage Statement Penalties	\$3,797,850.00
Damages and Penalties Subtotal	\$24,938,084.80
Attorneys' Fee Award	\$6,234,521.20
TOTAL AMOUNT IN CONTROVERSY	\$31,172,606.00

35. Thus, although Defendant denies any liability to Plaintiff or the putative class and denies that any such class could properly be certified under Federal Rule of Civil Procedure 23, as set forth above, the alleged aggregate amount in controversy in this class action exceeds \$5 million, exclusive of interest and costs. *See* 28 U.S.C. § 1332 (d)(6) ("In any class action, the claims of the individual class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.").

V.

OTHER PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED

36. Defendant has complied with 28 U.S.C. §§ 1446(a) and (d). Under 28 U.S.C. § 1446(a), a true and correct copy of all process, pleadings, and orders on file in state court or served on Defendant in the state court are provided as Exhibit A.

37. Pursuant to 28 U.S.C. § 1446(d), a notice of filing of removal (with a copy of this notice of removal) will be promptly filed with the clerk of the Superior Court of California, County of Los Angeles, Case No. BC-536316, and will be promptly served on Plaintiff's counsel of record.

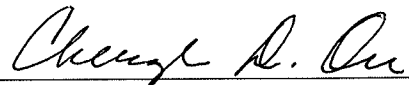
38. By removing the action to this Court, Defendant does not waive any defenses, objections, or motions available to it under state or federal law. Defendant expressly reserves the right to require that the claims of Plaintiff and all members of the putative class be decided on an

1 individual basis.

2 WHEREFORE, Defendant respectfully removes this action from the Superior Court of the
3 State of California for the County of Los Angeles to the United States District Court for the
4 Central District of California, pursuant to 28 U.S.C. §§ 1332(d), 1441, and 1453.

5
6 Dated: March 24, 2014

DRINKER BIDDLE & REATH LLP

7
8 By: 
9 Cheryl D. Orr
Jaime D. Walter

10 Attorneys for Defendant
11 URBAN OUTFITTERS, INC.
12
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EXHIBIT A

1 Ari E. Moss, Esq. (SBN 238579)
 2 LAW OFFICES OF ARI MOSS
 3 15300 Ventura Boulevard, Suite 207
 4 Sherman Oaks, California 91403
 5 Telephone: (310) 982-2984

6 Attorneys for Plaintiff Zayda Santizo

A604
90012
FILED
 Superior Court of California
 County of Los Angeles

FEB 14 2014

Sherri R. Carter, Executive Officer/Clerk
 By *Myrna Beltran* Deputy
 Myrna Beltran

D-323 ELIHU BERLE

**SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES**

10 **ZAYDA SANTIZO**, individually and on behalf
 11 of other persons similarly situated,

12 Plaintiff,

13 vs.

14 **URBAN OUTFITTERS, INC., and DOES 1-**
 15 **50,**

16 Defendants.

Case No.:

BC536316

CLASS ACTION

COMPLAINT FOR DAMAGES

1. FAILURE TO PAY MINIMUM WAGES
2. FAILURE TO PAY OVERTIME WAGES
3. FAILURE TO PAY ALL WAGES EARNED DURING EACH PAY PERIOD
4. FAILURE TO PAY TIMELY WAGES UPON CESSATION OF EMPLOYMENT
5. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
6. UNFAIR COMPETITION (Bus. & Prof Code. §§ 17200 et seq.)

DEMAND FOR JURY TRIAL

23 Plaintiff ZAYDA SANTIZO ("Plaintiff") on behalf of herself, and all others similarly
 24 situated, complains and alleges as follows:

INTRODUCTION

25 1. This is a class action lawsuit, under Code of Civil Procedure § 382, seeking
 26 unpaid wages, and interest thereon for off-the-clock work, waiting time penalties in the form
 27 continuation wages for failure to timely pay employees, wage penalties, injunctive relief and
 28

SECOND AMENDED CLASS ACTION COMPLAINT

CIT/CASE: BC536316
 LER/DEF#:

RECEIPT #: CCH280197017
 DATE PAID: 02/14/14
 PAYMENT: \$435.00
 RECEIVED:
 CHECK:
 CASH:
 CHARGE:
 CARD:

1 other equitable relief, reasonable attorneys' fees and costs, brought on behalf of Plaintiff and
 2 others similarly situated.

4 JURISDICTION AND VENUE

5 2. This Court has jurisdiction over this action under Article 6 of the California
 6 Constitution and California Code of Civil Procedure § 410.10.

7 3. This Court has jurisdiction over Plaintiff's and Class Members' claims for unpaid
 8 minimum wages and overtime under California Labor Code § 1194, as well as waiting time
 9 penalties under Labor Code §§ 203 and 218.

10 4. This Court has jurisdiction over Plaintiff's and the Class Members' claims for
 11 injunctive relief, and restitution of unpaid wages and other ill-gotten benefits arising from
 12 Defendant's unlawful and/or unfair business practices under California Business & Professions
 13 Code §§17200 *et seq.*

14 5. Venue is proper in this judicial district, pursuant to California Code of Civil
 15 Procedure § 395.5 because the acts, conduct, omissions, and events alleged herein, occurred in
 16 part as to a large portion of the class members in Los Angeles County.

18 PARTIES

19 6. Plaintiff ZAYDA SANTIZO is a California resident. At times relevant hereto,
 20 Plaintiff was employed by Defendants on an hourly basis as a non-exempt employee (designated
 21 herein as "hourly employee") at one of Defendant's location in Los Angeles County, California.
 22 Plaintiff is no longer an employee of Defendant and was last employed by Defendant within all
 23 applicable statutes of limitations to the Complaint.

24 7. Plaintiff appears in this action on behalf of herself and on behalf of all others
 25 similarly situated.

26 8. Defendant URBAN OUTFITTERS, INC. ("URBAN OUTFITTERS") is a
 27 California corporation with its Los Angeles County location in California. URBAN
 28 OUTFITTERS is a retail clothing chain operating under multiple names including

1 Anthropologie, Free People, Terrain, and BHLDN at multiple locations in California and
2 specifically within Los Angeles County.

3 9. Plaintiff is informed and believes that DOES 1 through 50 are corporations,
4 individuals, limited liability partnerships, limited liability companies, general partnerships, sole
5 proprietorships or are other business entities or organizations of a nature not currently known to
6 Defendant.

7 10. Plaintiff is unaware of the true names of Defendants DOES 1 through 50.
8 Plaintiff sues said defendants by said fictitious name, and will amend this complaint when the
9 true names and capacities are ascertained or when such facts pertaining to liability are
10 ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each
11 of the fictitiously named Defendants is in some manner responsible for the events and allegations
12 set forth in this complaint.

13 11. Plaintiff is informed and believes, and based thereon alleges that at all relevant
14 times, each Defendant was an employer, was the principal, agent, partner, joint venture, officer,
15 director, controlling shareholder, subsidiary affiliate, parent corporation, successor in interest
16 and/or predecessor in interest of some or all of the other Defendants, and was engaged with
17 some or all of the other Defendants in a joint enterprise for profit and bore such other
18 relationships to some or all of the other Defendants so as to be liable for their conduct with
19 respect to the matters alleged in this complaint. Plaintiff is further informed and believes and
20 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
21 alleged above, and that at all relevant times, each Defendant knew or should have known about,
22 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
23 Defendants. As used in this complaint "Defendant" means "Defendants and each of them," and
24 refers to the Defendants named in the particular cause of action, including URBAN
25 OUTFITTERS, INC., and DOES 1 through 50.

26 12. At all times mentioned herein, each Defendant was the co-conspirator, agent,
27 servant, employee, and/or joint venture of each of the other Defendants and was acting within the
28 course and scope of said conspiracy, agency, employment, and/or joint venture and with the

1 permission and consent and knowledge of each of the other Defendants.

2 13. Plaintiff makes the allegations in this complaint without any admission that, as to
3 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading, and
4 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

5
6 **FACTS COMMON TO CAUSES OF ACTION**

7 14. Defendant operates in Los Angeles County, California.

8 15. At times during the liability period, Defendant employed Plaintiff and other
9 similarly situated current and former hourly employees at its locations in California.

10 16. At all times during the liability period, Plaintiff and other similarly situated hourly
11 paid employees were systematically not paid for all time they were suffered and permitted to
12 work because they were required to, after clocking-out, go through a "bag check" procedure
13 prior to leaving the store.

14 17. During the liability period, Defendant did not pay Plaintiff and all other members
15 of the putative class for all time worked. Plaintiff and all other members of the putative class,
16 per Defendant's policies, utilized timekeeping system to record time worked. Defendant, in not
17 paying for the time needed to conduct the "bag check" procedure engaged in the rounding of
18 hours for payment to Plaintiff and all other members of the putative class, and therefore
19 systematically reduced the time worked by Plaintiff and all other members of the putative class.
20 These actions mean that Defendant cut time from the recorded hours worked by Plaintiff and all
21 other members of the putative class. Defendant's time reduction practice reduced pay to Plaintiff
22 and all other members of the putative class for the benefit of Defendant's profits. Plaintiff is
23 informed and believes that on days during which she and fellow members of the putative class
24 worked eight hours on-the-clock, the time for the "bag check" procedure is counted as unpaid
25 overtime.

26 18. At all times during the liability period, Plaintiff and those other similarly situated
27 hourly paid employees who no longer work for Defendant did not receive all money owed them
28 at the time their employment with Defendant ceased and they still have not received such pay.

19. At all times during the liability period, as a result of the off-the-clock "bag check" procedure Plaintiff and the putative class did not receive paystubs that reflect all hours worked and all money earned.

CLASS DEFINITIONS AND CLASS ALLEGATIONS

20. Plaintiff brings this action on behalf of herself, on behalf of all others similarly situated, and on behalf of the General Public, and as a member of classes defined as follows:

Unpaid Wages Class: All current and former hourly paid employees of Urban Outfitters, Inc. in California at any time beginning four (4) years prior to the filing of the Complaint through the date notice is mailed to the class.

Waiting Time Penalty Class: All former hourly paid employees of Urban Outfitters, Inc. in California whose employment by Urban Outfitters, Inc. ended within three years of the filing of the Complaint.

Paystub Class: All current and former hourly employees of Urban Outfitters, Inc. whose employment with Urban Outfitters, Inc. included any period of time during the period beginning one year from the date of the filing of this action through the date notice if mailed to the Class.

21. This action has been brought and may be properly maintained as a class action pursuant to the provisions of California Code of Civil Procedure § 382 and other applicable law.

22. **Numerosity of the Classes:** Members of the Classes are so numerous that their individual joinder is impracticable. Plaintiff estimates that there are no less than 400 persons in the Unpaid Wages Class and no less than 200 employees in the Waiting Time Penalty and Paystub Classes. The precise number of Class members and their addresses are unknown to Plaintiff. However, Plaintiff is informed and believes that the number can be obtained from Defendant's records. Class members may be notified of the pendency of this action by conventional mail, electronic mail, the Internet, or published notice.

23. **Existence of Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to all members of the Class. These questions predominate over any questions effecting only individual members of the class. These common factual and legal questions include:

- (a) Whether Defendant failed to pay members of the Unpaid Wages Class for all time worked by suffering and permitting them to perform work for which they were not paid;
- (b) Whether Defendant failed to pay minimum wages as required by the law for all hours worked;
- (c) Whether Defendant failed to provide members of the Waiting Time Penalty Class all wages owed at the time of the cessation of the employee-employer relationship;
- (d) Whether Defendant's alleged failure to pay for all time work gives rise to liquidated damages;
- (e) Whether Defendant failed to state wages earned pursuant to Labor Code § 226.7(b) on paystubs issued to members of the Paystub Class;
- (f) Whether Defendant's failure to pay for all hours worked was willful and entitles Plaintiff and the members of the Waiting Time Penalty Class wage penalties under Labor Code § 203;
- (g) Whether Defendants committed unlawful business practices or acts within the meaning of Business & Professions Code §§ 17200 *et seq.*;
- (h) Whether the payroll system used by Defendant improperly rounded time; and/or failed to pay for all work time;
- (i) Whether, as a consequence of Defendant's unlawful conduct, the respective Class members are entitled to restitution, and/or other equitable relief;
- (j) Whether, as a consequence of Defendant's unlawful conduct, the paystubs provided by Defendant were compliant with California law;
- (k) Whether, as a consequence of Defendant's unlawful conduct, including providing non-compliant paystubs gives rise to penalties;
- (l) Whether Defendant's affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and the Class members as a whole.

24. **Typicality:** Plaintiff's claims are typical of the claims of the members of the

1 respective Classes because Plaintiff, as an hourly paid employee, she was exposed to the same
 2 unlawful business practices as the members of the respective classes. Plaintiff sustained the
 3 same types of injuries and losses that the class members sustained. Plaintiff is subject to the
 4 same affirmative defenses as the members of the classes.

5 25. **Adequacy:** Plaintiff will adequately and fairly protect the interests of the
 6 members each of the Classes. Plaintiff has no interest adverse to the interests of absent Class
 7 members. Plaintiff is represented by legal counsel who has substantial class action experience in
 8 civil litigation and employment law.

9 26. **Superiority:** A class action is superior to other available means for fair and
 10 efficient adjudication of the claims of the Classes and would be beneficial for the parties and the
 11 court. Class action treatment will allow a large number of similarly situated persons to prosecute
 12 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
 13 duplication of effort and expense that numerous individual actions would require. The monetary
 14 amounts due to many individual class members are likely to be relatively small, and the burden
 15 and expense of individual litigation would make it difficult or impossible for individual members
 16 of each Class to seek and obtain relief. A class action will serve an important public interest by
 17 permitting such individuals to effectively pursue recovery of the sums owed to them. Further,
 18 class litigation prevents the potential for inconsistent or contradictory judgments raised by
 19 individual litigation.

20
 21 **FIRST CAUSE OF ACTION**
FAILURE TO PAY MINIMUM WAGES
 22 **(By Plaintiff and the Unpaid Wages Class against Defendants)**

23 27. Plaintiff incorporates paragraphs 1 through 27 of this complaint as though fully
 24 alleged herein.

25 28. At all relevant times, Plaintiff and the other members of the Unpaid Wages Class
 26 were employees of Defendant covered by Labor Code Section 1197 and the applicable Wage
 27 Order of the Industrial Welfare Commission.

28 29. Pursuant to Labor Code Section 1197 and the applicable IWC Wage Order

1 Plaintiff and the other members of the Unpaid Wages Class were entitled to receive minimum
2 wages for all hours worked.

3 30. Defendant failed to pay Plaintiff and other members of the Unpaid Wages Class
4 minimum wages for all hours worked in violation of Labor Code Section 1197 and the applicable
5 IWC Wage Order. Plaintiff is informed and believes and thereon alleges that at all relevant
6 times within the applicable limitations period, Defendant maintained and continues to maintain a
7 policies and practices which result in the members of the Unpaid Wages Class performing work
8 for which they are not paid.

9 31. Plaintiff is informed and believes and based thereon alleges that the unlawful
10 practices of Defendant included, but are not limited to, shaving or rounding time from the hours
11 worked by Plaintiff and the members of the Unpaid Wages Class resulting in the underpayment
12 of wages owed to Plaintiff and the members of the Unpaid Wages Class. When Defendant paid
13 Plaintiff and the members of the Unpaid Wages Class, the payment calculated did not
14 incorporate all time worked and recorded by Plaintiff and the members of the Unpaid Wages
15 Class.

16 32. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
17 Unpaid Wages Class have suffered damages in an amount, subject to proof, to the extent they
18 were not paid minimum wages for all hours actually worked.

19 33. Pursuant to Labor Code Sections 1194 and 1194.2, Plaintiff and other members of
20 the Unpaid Wages Class are entitled to recover the full amount of unpaid minimum wages,
21 prejudgment interest, liquidated damages, reasonable attorneys' fees and costs of suit.

22
23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PAY OVERTIME WAGES**
(By Plaintiff and the Unpaid Wages Class against Defendants)

25 34. Plaintiff incorporates paragraphs 1 through 34 of this complaint as though fully
26 alleged herein.

27 35. At all relevant times, Plaintiff and the other members of the Unpaid Wages Class
28 were employees of Defendant covered by Labor Code Section 510 and the applicable wage order

1 of the Industrial Welfare Commission.

2 36. Pursuant to Labor Code Section 510 and the applicable IWC Wage Order,
3 Plaintiff and the other members of the Unpaid Wages Class were entitled to overtime wages
4 payable at the rate of at least one and one-half times their regular rate of pay for all work in
5 excess of eight hours in one workday a, or in excess of forty hours in one workweek, and payable
6 at the rate of at least twice the regular rate of pay for all work in excess of twelve hours in one
7 workday or on the seventh consecutive day of work. Plaintiff and the other members of the
8 Unpaid Wages Class were entitled to overtime pay for all hours they worked in excess of eight
9 hours per day on days when they worked less than ten hours in a day but in excess of eight hours
10 in that same day.

11 37. Plaintiff is informed and believes that on days when she and other members of the
12 Unpaid Wages Class worked in excess of eight hours but less than ten hours in a regularly
13 scheduled work day, Defendant failed to compensate in a manner that would relieve Defendant
14 of the obligation to pay overtime for all time Plaintiff and other members of the Unpaid Wages
15 Class were suffered and permitted to work in excess of eight hours on said day.

16 38. Defendant failed to pay Plaintiff and other members of the Unpaid Wages Class
17 for all overtime owed in accordance with Labor Code Section 510 and the applicable IWC Wage
18 Order.

19 39. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
20 Unpaid Wages Class have suffered damages in an amount, subject to proof, to the extent they
21 were not paid for all overtime wages earned.

22 40. Pursuant to Labor Code Section 1194, Plaintiff and other members of the Unpaid
23 Wages Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment
24 interest, reasonable attorneys' fees and costs of suit.

25 **THIRD CAUSE OF ACTION**
26 **FAILURE TO PAY ALL WAGES EARNED EACH PAY PERIOD**
27 **(By Plaintiff and the Unpaid Wages Class Against Defendants)**

28 41. Plaintiff incorporates paragraphs 1 through 41 of this complaint as though fully
alleged herein.

1 42. At all relevant times, Plaintiff and the other members of the Unpaid Wages Class
2 were employees of Defendant covered by Labor Code § 204.

3 43. Pursuant to Labor Code § 204, Plaintiff and the other members of the Unpaid
4 Wages Class were entitled to receive on regular paydays all wages earned for the pay period
5 corresponding to the payday.

6 44. Pursuant to Labor Code § 204, Plaintiff and the other members of the Unpaid
7 Wages Class were entitled to receive on all regular pay days all wages to which they were
8 entitled on regular paydays .

9 45. Defendant failed to pay Plaintiff and other members of the Unpaid Wages Class
10 for all wages and penalties earned and to which they were entitled each pay period on the regular
11 payday for the pay period.

12 46. Plaintiff is informed and believes and thereon alleges that at all relevant times
13 within the applicable limitations period, Defendant maintained and continues to maintain a
14 policy or practice of requiring members of the Unpaid Wages Class to perform various duties
15 off-the-clock without compensation for time actually worked off-the-clock. As a result of
16 Defendant's unlawful conduct, Plaintiff and members of the Unpaid Wages Class have suffered
17 damages in an amount, subject to proof, to the extent they were not paid for all wages earned
18 during each pay period.

19 47. Pursuant to Labor Code Sections 218, 218.5 and 218.6, Plaintiff and members of
20 the Unpaid Wages Class are entitled to recover the full amount of their unpaid wages,
21 prejudgment interest, reasonable attorneys' fees and costs of suit.

22
23 **FOURTH CAUSE OF ACTION**
24 **FAILURE TO PAY WAGES TIMELY UPON CESSATION OF EMPLOYMENT**
 (By Plaintiffs and the Waiting Time Penalty Class against Defendants)

25 48. Plaintiff incorporates paragraphs 1 through 48 of this complaint as though fully
26 alleged herein.

27 49. At all relevant times, Plaintiff and the other members of the Waiting Time Penalty
28 Class were employees of Defendant covered by Labor Code Section 201 or 202.

1 50. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the
2 Waiting Time Penalty Class were entitled upon cessation of employment with Defendant to
3 timely payment of all wages earned and unpaid prior to termination. Discharged employees
4 were entitled to payment of all wages earned and unpaid prior to discharge immediately upon
5 termination. Employees who resigned were entitled to payment of all wages earned and unpaid
6 prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours
7 previous notice, they were entitled to payment of all wages earned and unpaid prior to
8 resignation at the time of resignation.

9 51. Defendant failed to pay Plaintiff and other members of the Waiting Time Penalty
10 Class all wages earned and unpaid prior to termination timely in accordance with Labor Code
11 Section 201 or 202. Plaintiff is informed and believes and thereon alleges that by failing to pay
12 for all work time, at all relevant times within the applicable limitations period, Defendant
13 maintained and continues to maintain a policy or practice of not paying terminated employees all
14 their final wages earned before termination, due under Labor Code Section 201 or 202.

15 52. Defendant's failure to pay Plaintiff and members of the Waiting Time Penalty
16 Class all wages earned prior to termination in accordance with Labor Code Sections 201 or 202
17 was willful. Defendant had the ability to pay all wages earned by employees prior to termination
18 in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or
19 practices incompatible with the requirements of Labor Code Sections 201 or 202.

20 53. Pursuant to Labor Code Section 201 or 202, Plaintiff and other members of the
21 Waiting Time Penalty Class are entitled to all wages earned prior to termination that Defendant
22 failed to pay them.

23 54. Pursuant to Labor Code Section 203, Plaintiff and other members of the Waiting
24 Time Penalty Class are entitled to continuation of their wages, from the day their earned and
25 Unpaid Wages were due upon termination until paid, up to a maximum of 30 days.

26 55. As a result of Defendant's conduct, Plaintiff and other members of the Waiting
27 Time Penalty Class have suffered damages in an amount, subject to proof, to the extent they
28 were not paid for all wages earned prior to termination.

1 56. As a result of Defendant's conduct, Plaintiff and members of the Waiting Time
2 Penalty Class have suffered damages in an amount, subject to proof, to the extent they were not
3 paid all continuation wages owed under Labor Code Section 203.

4 57. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of
5 the Waiting Time Penalty Class are entitled to recover the full amount of their unpaid wages,
6 continuation wages under Labor Code Section 203, reasonable attorneys' fees and costs of suit.
7 Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and other
8 members of the Waiting Time Penalty Class are entitled to recover prejudgment interest on the
9 amount of their unpaid wages and unpaid continuation wages.

10
11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS**
 (By Plaintiff and the Paystub Class Against All Defendants)

13 58. Plaintiff incorporates paragraphs 1 through 58 as though fully set forth herein.

14 59. Labor Code § 226(a) sets forth reporting requirements for employers when they
15 pay wages: "Every employer shall ... at the time of each payment of wages, furnish each of his
16 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total
17 hours worked by the employee ... (5) net wages earned ... and (9) all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate
19 by the employee." Labor Code § 226(e) provides: "An employee suffering injury as a result of a
20 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
21 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
22 a violation occurs and one hundred dollars (\$100) per employee for each violation in a
23 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per
24 employee, and is entitled to an award of costs and reasonable attorneys' fees."

25 60. Throughout the period applicable to this cause of action, Defendant knowingly
26 and intentionally failed to furnish, and continues to knowingly and intentionally fail to furnish,
27 to Plaintiff and other members of the Paystub Class, upon each payment of wages, itemized
28 statements accurately showing the required information, including but not limited to the net

1 and gross wages earned each pay period.

2 61. Plaintiff and the other members of the Paystub Class suffered injury by these
3 failures because, among other things, the failures led them to believe that they were being paid
4 for all time actually worked at the correct rates, and because these wage statement failures
5 prevented and will prevent them from determining the true amounts of wages owed to them,
6 and caused them, and will cause them, extra work and effort to determine their true wages.

7 62. Plaintiff and the other Paystub Class members are entitled to the amounts
8 provided for in Labor Code § 226(e), plus costs of suit.

9 63. Pursuant to Labor Code § § 218 and 218.5, the members of the Paystub Class
10 are entitled to recover the penalty wages available pursuant to Labor Code § 226(e), reasonable
11 attorneys' fees, and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a),
12 Plaintiff and the other members of the Unpaid Wage Class are entitled to recover prejudgment
13 interest on the amount of their unpaid penalty wages.

14
15 **SEVENTH CAUSE OF ACTION**
16 **UNFAIR COMPETITION**

17 **(By Plaintiff and the Unpaid Wages Class against Defendants)**

18 64. Plaintiff incorporates paragraphs 1 through 64 of this complaint as though fully
19 alleged herein.

20 65. The unlawful conduct of Defendant alleged herein constitutes unfair competition
21 within the meaning of Business & Professions Code §§ 17200 *et seq.* Due to its unlawful and
22 unfair business practices in violation of the Labor Code, Defendant has gained a competitive
23 advantage over other comparable companies doing business in the State of California that
24 comply with their obligations to compensate employees for all earned wages as required by law.

25 66. As a result of Defendant's unfair competition as alleged herein, Plaintiff and other
26 members of the Unpaid Wages Class have suffered injury in fact and lost money or property.
27 Plaintiff and members of the Unpaid Wages Class have been deprived of their rights to minimum
28 wages for all hours worked; overtime wages for all overtime hours worked; timely and accurate
wage statements; and timely payment of all monies earned each pay period.

1 67. Pursuant to Business and Professions Code § 17203, Plaintiff and other members
 2 of the Unpaid Wages Class are entitled to restitution of all wages and other monies owed and
 3 belonging to them, including interest thereon, that Defendant wrongfully withheld from them and
 4 retained for itself by means of its unlawful and unfair business practices.

5 68. Pursuant to Business and Professions Code § 17203, Plaintiff and other members
 6 of the Unpaid Wages Class are entitled to an injunction to prevent the continuation of
 7 Defendant's unlawful and unfair business practices that constitute unfair competition. Injunctive
 8 relief is warranted because Defendant continues to engage in unlawful and unfair business
 9 practices with respect to currently employed members of the Unpaid Wages Class, and such
 10 members of the Class have no adequate legal remedy for the continuing injuries that will be
 11 suffered as a result of Defendant's ongoing unlawful conduct. Injunctive relief is the only
 12 remedy available to prevent Defendant from continuing to engage in the unlawful and unfair
 13 business practices described herein.

14 69. Plaintiff and members of the Unpaid Wage Class are entitled to recover
 15 reasonable attorneys' fees in connection with their unfair competition claims pursuant to Code of
 16 Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff on behalf of herself and all others similarly situated, pray for
 19 relief and judgment against Defendants as follows:

20 **CLASS CERTIFICATION:**

- 21 1. An order that the action be certified as a class action;
 22 2. An order that Plaintiff be certified as the representative of the Classes;
 23 3. An order that counsel for Plaintiff be confirmed as Class counsel;

24 **ON THE FIRST CAUSE OF ACTION:**

- 25 1. Damages for unpaid minimum wages;
 26 2. Prejudgment interest;
 27 3. Liquidated damages;

28 ///

ON THE SECOND CAUSE OF ACTION:

1. Damages for unpaid overtime wages;
2. Prejudgment interest;

ON THE THIRD CAUSE OF ACTION:

1. Damages for Unpaid Wages earned but not paid each pay period;
2. Prejudgment interest;

ON THE FOURTH CAUSE OF ACTION:

1. Damages for Unpaid Wages earned prior to termination of employment;
2. Damages for unpaid continuation wages owed for failing to pay all earned wages timely upon termination of employment;
3. Prejudgment interest;

ON THE FIFTH CAUSE OF ACTION:

1. Remedies available pursuant to Labor Code § 226(e);
2. Prejudgment interest;
3. An order enjoining Defendant from engaging in the unfair and unlawful business practices described herein;

ON THE SIXTH CAUSE OF ACTION:

1. Restitution of all Unpaid Wages and other monies owed and belonging to Class members that Defendant unlawfully withheld from them and retained for itself;
2. Prejudgment interest;
3. An order enjoining Defendant from engaging in the unfair and unlawful business practices described herein;

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ON ALL CAUSES OF ACTION:

1. Judgment in favor of Plaintiffs and the Classes and against Defendant;
2. Reasonable attorneys' fees;
3. Costs of suit; and
4. Such other relief as the Court deems just and proper.

Dated: February 13, 2014

LAW OFFICES OF ARI MOSS

By: 

Ari E. Moss

Attorneys for Plaintiff Zayda Santizo

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Classes on all claims so triable.

Dated: February 13, 2014

LAW OFFICES OF ARI MOSS

By: 

Ari E. Moss

Attorneys for Plaintiff Zayda Santizo

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ari E. Moss (SBN 238579) 15300 Ventura Blvd., Suite 207 Sherman Oaks, CA 91403		FOR COURT USE ONLY <div style="font-size: 1.5em; font-weight: bold; margin: 5px 0;">FILED</div> Superior Court of California County of Los Angeles <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">FEB 14 2014</div> Sherri R. Carter, Executive Officer/Clerk By <u>Myrna Beltran</u> Deputy Myrna Beltran	
TELEPHONE NO.: 310-982-2984 FAX NO.: 310-861-0389 ATTORNEY FOR (Name): Plaintiff Zayda Santizo		CASE NUMBER: PC536316 JUDGE: DEPT:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: Zayda Santizo v. Urban Outfitters, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 6
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 13, 2014
 Ari E. Moss

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Santizo v. Urban Outfitters, Inc.	CASE NUMBER BC536316
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 3. 1., 4.	

SHORT TITLE:

Santizo v. Urban Outfitters, Inc.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.	
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.	
Contract	Breach of Contract/ Warranty (06) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.	
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.	
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.	
		<input type="checkbox"/> A6032 Quiet Title	2., 6.	
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.	
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.	
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.	

SHORT TITLE:

Santizo v. Urban Outfitters, Inc.

CASE NUMBER

	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6180 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.		
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

B1/6/1/20

SHORT TITLE: Santizo v. Urban Outfitters, Inc.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 111 North Hill Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: February 13, 2014


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

03/14/14

1 CHERYL D. ORR (SBN 143196)
2 JAIME D. WALTER (SBN 281066)
3 DRINKER BIDDLE & REATH LLP
4 50 Fremont Street, 20th Floor
San Francisco, CA 94105-2235
Telephone: (415) 591-7500
Facsimile: (415) 591-7510

5 Attorneys for Defendant
6 URBAN OUTFITTERS, INC.

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 ZAYDA SANTIZO, individually, and on
12 behalf of other persons similarly situated,

13 Plaintiff,

14 v.

15 URBAN OUTFITTERS, INC., a
corporation; and DOES 1 through 50,

16 Defendants.

Case No. BC-536316

**DEFENDANT URBAN OUTFITTERS,
INC.'S ANSWER TO COMPLAINT FOR
DAMAGES**

Complaint Filed: February 14, 2014

17 Defendant Urban Outfitters, Inc. ("Defendant") hereby answers the unverified complaint
18 filed in this action on February 14, 2014 (the "Complaint"), by plaintiff Zayda Santizo
19 ("Plaintiff") as follows:

20 **GENERAL DENIAL**

21 Pursuant to the provisions of Section 431.30, *et seq.*, of the California Code of Civil
22 Procedure, Defendant generally denies each and every material allegation in the Complaint and
23 specifically denies that Plaintiff has been damaged in any amount, sum, or manner whatsoever by
24 reason of any alleged acts or omissions on the part of Defendant or its officers, directors,
25 employees, and/or agents.
26
27
28

AFFIRMATIVE DEFENSES

Defendant has not completed its investigation of the facts of this case, has not completed discovery in this matter, and has not completed its preparation for trial. The affirmative defenses asserted herein are based on Defendant's knowledge, information, and belief at this time, and Defendant specifically reserves the right to modify, amend, or supplement any affirmative defenses contained herein at any time. Defendant reserves the right to assert additional defenses as information is gathered through discovery and investigation. In asserting these defenses, Defendant does not allege or admit that it has the burden of proof and/or persuasion with respect to any of these matters and does not assume the burden of proof and/or persuasion with respect to any matter as to which Plaintiff has the burden of proof or persuasion.

Subject to the preceding qualifications, Defendant alleges the following separate affirmative defenses to the Complaint.

FIRST AFFIRMATIVE DEFENSE

(Good Faith/Legitimate Business Reasons)

The Complaint, and each claim contained therein, fails, in whole or in part, because Defendant had a reasonable, honest, good faith belief that all acts and omissions, if any, affecting Plaintiff and the proposed class members were made by Defendant solely for legitimate, business-related reasons that were neither arbitrary, capricious, nor unlawful and were reasonably based upon the facts as Defendant understood them. Specifically, Defendant had and has a good-faith belief that Plaintiff and the putative class members—all current or former hourly employees—were and are timely paid for all hours worked at the appropriate hourly rate.

SECOND AFFIRMATIVE DEFENSE

(Acts of Third Parties)

Defendant's conduct is not the sole and proximate cause of the alleged damages and losses, as the acts of third parties, included but not limited to Automatic Data Processing, Inc., also caused the alleged harm, if any. Any damages awarded to Plaintiff and the proposed class members must be apportioned according to the respective fault and legal responsibility of all parties, persons, and entities or its agents, servants, and employees who contributed to and/or

1 caused the alleged damages, if any, according to the proof presented at the time of trial.

2 **THIRD AFFIRMATIVE DEFENSE**

3 (Claims Untimely—Laches)

4 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
 5 Plaintiff and the proposed class members failed to raise these claims in a timely fashion, the delay
 6 was not reasonable, Plaintiff and the putative class members did not request payment for wages
 7 allegedly owed during the delay, and Defendant was prejudiced. *See Danjaq LLC v. Sony Corp.*,
 8 263 F.3d 942, 950-51 (9th Cir. 2001). For example, although Plaintiff worked at an Urban
 9 Outfitters store since November 1, 2011, and alleges that Defendant underpaid her for all hours
 10 worked throughout her employment, she did not notify Defendant of the alleged underpayment or
 11 file this action until February 14, 2014. As a result, Defendant has been prejudiced, as many
 12 potential witnesses with information possibly relevant to Plaintiff's claims no longer work at the
 13 store.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 (Statutes of Limitation)

16 The claims alleged by Plaintiff and the proposed class members are barred, in whole or in
 17 part, by the applicable statutes of limitations, including but not limited to California Code of Civil
 18 Procedure §§ 337, 338, 339, 340 and 343 and California Business and Professions Code §17208.
 19 The proposed class period is longer than the C.C.P. limitations periods that apply to putative class
 20 members.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 (No Penalties; Good Faith Dispute as to Wages Owed)

23 The Complaint, and each cause of action alleged therein, fails to state a claim for penalties
 24 for alleged wage violations under California Labor Code because there is a good faith dispute as
 25 to Defendant's obligation to pay any wages which may be found to be due. Defendant had and
 26 has a good-faith belief that Plaintiff and the putative class members—all current or former hourly
 27 employees—were and are timely paid for all hours worked at the appropriate hourly rate.

28

SIXTH AFFIRMATIVE DEFENSE

(No Penalties; No Willful, Knowledgeable, or Reckless Conduct)

The Complaint, and each cause of action alleged therein, fails to state a claim for penalties for alleged wage violations under California Labor Code because Defendant did not act willfully or with knowledge or reckless disregard as to whether its conduct violated state wage and hour laws, as Defendant had and has a good-faith belief that Plaintiff and the putative class members—all current or former hourly employees—were and are timely paid for all hours worked at the appropriate hourly rate.

SEVENTH AFFIRMATIVE DEFENSE

(No Knowledge, Authorization, or Ratification)

Defendant is not liable for the alleged damages to Plaintiff and the proposed class because, if any person or entity engaged in intentional, willful, or unlawful conduct as alleged in the Complaint, such person or entity did so without the knowledge, authorization, or ratification of Defendant, as Defendant had and has a good-faith belief that Plaintiff and the putative class members—all current or former hourly employees—were and are timely paid for all hours worked at the appropriate hourly rate.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Comply with Employer's Directives)

The Complaint, and each cause of action alleged therein, fails, in whole or in part, because Plaintiff and the proposed class members failed to substantially comply with the directions of Defendant as required by California Labor Code § 2856, via their failure to accurately report and record all hours worked.

NINTH AFFIRMATIVE DEFENSE

(Benefits of Business Practice)

Defendant is not liable for any alleged violation of unfair business practices pursuant to California Business and Professions Code §17200, *et seq.*, because the benefits of Defendant's practices to Plaintiff and the proposed class members outweigh whatever particular harm or impact the practices allegedly caused them.

1 **TENTH AFFIRMATIVE DEFENSE**

2 (Reasonably Avoidable Consequences)

3 The Complaint and each cause of action alleged therein is barred, in whole or in part, to
4 the extent Plaintiff and the proposed class members seek recovery of damages for alleged injuries
5 that they could reasonably have avoided, including any damages caused by the failure to properly
6 record time.

7 **ELEVENTH AFFIRMATIVE DEFENSE**

8 (Bad Faith Claim)

9 The Complaint, and each cause of action alleged therein, fails, in whole or in part, because
10 this action is frivolous and brought by Plaintiff in bad faith. Plaintiff and the putative class
11 members failed to properly record all hours worked. By reason of such conduct, Defendant is
12 entitled to and intends to seek reasonable expenses, including attorneys' fees, incurred in
13 defending this action pursuant to federal and California law.

14 **TWELFTH AFFIRMATIVE DEFENSE**

15 (Payment of Wages)

16 The Complaint, and each cause of action alleged therein, is barred, in whole or in part, to
17 the extent Plaintiff and the proposed class members have ever recovered in other proceedings
18 against Defendant any monies for the wages, benefits, or other compensation at issue in this
19 action.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 (Failure to Mitigate)

22 Plaintiff and the proposed class members, with the exercise of reasonable diligence, could
23 have mitigated the alleged monetary damages to themselves. By consciously failing to record all
24 hours worked, Plaintiff and the proposed class members failed to exercise such reasonable
25 diligence and have not mitigated such alleged monetary damages. By reason thereof, they are
26 barred, in whole or in part, from recovering any damages from Defendant.

FOURTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

The causes of action alleged by Plaintiff and the proposed class members are barred, in whole or in part, by the doctrine of unclean hands because Plaintiff and the putative class consciously failed to record all hours worked. *See Levi Strauss & Co. v. Shilon*, 121 F.3d 1309, 1313 (9th Cir. 1997).

FIFTEENTH AFFIRMATIVE DEFENSE

(Bona Fide Dispute)

The Complaint and each cause of action alleged therein is barred, in whole or in part, to the extent waiting time penalties are sought, as there exists a bona fide dispute as to whether further compensation is actually due to Plaintiff and/or the putative class members and, if so, as to the amount of such further compensation. Defendant had and has a good-faith belief that Plaintiff and the putative class members—all current or former hourly employees—were and are timely paid for all hours worked at the appropriate hourly rate.

SIXTEENTH AFFIRMATIVE DEFENSE

(Civil Penalties Unjust, Arbitrary, Oppressive, and/or Confiscatory)

Plaintiff and the putative class members are precluded from recovering penalties in whole or in part under the applicable provisions of the law as, based upon the facts and circumstances of this case, any imposition of penalties would result in an award that is unjust, arbitrary, oppressive, and/or confiscatory because Defendant had and has a good-faith belief that Plaintiff and the putative class members—all current or former hourly employees—were and are timely paid for all hours worked at the appropriate hourly rate.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Adequate Remedy at Law)

Plaintiff and the putative class members are not entitled to injunctive and/or restitutionary remedies because they have an adequate remedy at law, namely, the recovery of monetary damages.


PRAYER

WHEREFORE, Defendant prays as follows:

1. That judgment be entered in favor of Defendant and against Plaintiff;
2. That Plaintiff take nothing by her Complaint and that said Complaint be dismissed, in its entirety, with prejudice;
3. That Defendant be awarded its costs of suit herein;
4. That Defendant be awarded reasonable attorneys' fees as may be determined by the Court; and
5. For such other additional relief as this Court deems just and proper.

Dated: March 21, 2014

DRINKER BIDDLE & REATH LLP

By: 
Cheryl D. Orr
Jaime D. Walter

Attorneys for Defendant
URBAN OUTFITTERS, INC.

PROOF OF SERVICE BY MAIL

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 50 Fremont Street, 20th Floor, San Francisco, California 94105-2235. I am readily familiar with this firm's practice for collection and processing of correspondence for mailing with the United States Postal Service. On March 21, 2014, I placed with this firm at the above address for deposit with the United States Postal Service a true and correct copy of the within document(s):

**DEFENDANT URBAN OUTFITTERS, INC.'S ANSWER TO
COMPLAINT FOR DAMAGES**

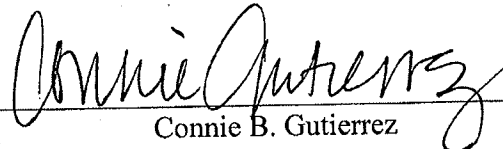
in a sealed envelope, postage fully paid, addressed as follows:

**Ari E. Moss, Esq.
LAW OFFICES OF ARI MOSS
15300 Ventura Boulevard, Suite 207
Sherman Oaks, California 91403
Telephone: (310) 982-2984**

Following ordinary business practices, the envelope was sealed and placed for collection and mailing on this date, and would, in the ordinary course of business, be deposited with the United States Postal Service on this date.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 21, 2014, at San Francisco, California.


Connie B. Gutierrez

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

COPY

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) ZAYDA SANTIZO, individually, and on behalf of other persons similarly situated	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) URBAN OUTFITTERS, INC., a corporation; and DOES 1 through 50
(b) County of Residence of First Listed Plaintiff <u>Los Angeles County</u> <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small>	County of Residence of First Listed Defendant <u>Philadelphia</u> <small>(IN U.S. PLAINTIFF CASES ONLY)</small>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Ari E. Moss Law Offices of Ari Moss 15300 Ventura Boulevard Suite 207, Sherman Oaks, CA 91403 (310) 982-2984	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Cheryl D. Orr Drinker Biddle & Reath LLP 50 Fremont Street, 20th Floor, San Francisco, CA 94105 (415) 591-7500

II. BASIS OF JURISDICTION (Place an X in one box only.)

- | | |
|--|--|
| <input type="checkbox"/> 1. U.S. Government Plaintiff

<input type="checkbox"/> 2. U.S. Government Defendant | <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)

<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III) |
|--|--|

III. CITIZENSHIP OF PRINCIPAL PARTIES—For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant)

- | | |
|--|--|
| Citizen of This State <input checked="" type="checkbox"/> 1
Citizen of Another State <input type="checkbox"/> 2
Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 | Incorporated or Principal Place of Business in this State <input type="checkbox"/> 4
Incorporated and Principal Place of Business in Another State <input checked="" type="checkbox"/> 5
Foreign Nation <input type="checkbox"/> 6 |
|--|--|

IV. ORIGIN (Place an X in one box only.)

- | | | | | | |
|---|---|---|--|---|---|
| <input type="checkbox"/> 1. Original Proceeding | <input checked="" type="checkbox"/> 2. Removed from State Court | <input type="checkbox"/> 3. Remanded from Appellate Court | <input type="checkbox"/> 4. Reinstated or Reopened | <input type="checkbox"/> 5. Transferred from Another District (Specify) | <input type="checkbox"/> 6. Multi-District Litigation |
|---|---|---|--|---|---|

V. REQUESTED IN COMPLAINT; JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 U.S.C. Section 1332(d)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.) <input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 American with Disabilities-Employment <input type="checkbox"/> 446 American with Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DMC/DMMW (405 (g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405 (g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY:

Case Number:

CV-71 (11/13)

CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court?	STATE CASE WAS PENDING IN THE COUNTY OF:	INITIAL DIVISION IN CACD IS:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Los Angeles	Western
If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action?	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETIX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):



DATE: 3/24/2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE TO PARTIES: COURT POLICY ON SETTLEMENT
AND USE OF ALTERNATIVE DISPUTE RESOLUTION (ADR)**
Counsel are required to furnish and discuss this Notice with their clients.

Despite the efforts of the courts to achieve a fair, timely and just outcome in all cases, litigation has become an often lengthy and expensive process. For this reason, it is this Court's policy to encourage parties to attempt to settle their disputes, whenever possible, through alternative dispute resolution (ADR).

ADR can reduce both the time it takes to resolve a case and the costs of litigation, which can be substantial. ADR options include mediation, arbitration (binding or non-binding), neutral evaluation (NE), conciliation, mini-trial and fact-finding. ADR can be either Court-directed or privately conducted.

The Court's ADR Program offers mediation through a panel of qualified and impartial attorneys who will encourage the fair, speedy and economic resolution of civil actions. Panel Mediators each have at least ten years of legal experience and are appointed by the Court. They volunteer their preparation time and the first three hours of a mediation session. This is a cost-effective way for parties to explore potential avenues of resolution.

This Court requires that counsel discuss with their clients the ADR options available and instructs them to come prepared to discuss the parties' choice of ADR option (settlement conference before a magistrate judge; Court Mediation Panel; private mediation) at the initial scheduling conference. Counsel are also required to indicate the client's choice of ADR option in advance of that conference. See Civil L.R. 26-1(c) and Fed.R.Civ.P. 26(f).

Clients and their counsel should carefully consider the anticipated expense of litigation, the uncertainties as to outcome, the time it will take to get to trial, the time an appeal will take if a decision is appealed, the burdens on a client's time, and the costs and expenses of litigation in relation to the amounts or stakes involved.

With more than 15,000 civil cases filed in the District in 2012, less than 1 percent actually went to trial. Most cases are settled between the parties; voluntarily dismissed; resolved through Court-directed or other forms of ADR; or dismissed by the Court as lacking in merit or for other reasons provided by law.

For more information about the Court's ADR Program, the Mediation Panel, and the profiles of mediators, visit the Court website, www.cacd.uscourts.gov, under "ADR."

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA	
Zayda Santizo	CASE NUMBER CV14-2245-DSF(RZx)
v.	
PLAINTIFF(S)	
Urban Outfitters, et al;	NOTICE TO PARTIES OF COURT-DIRECTED ADR PROGRAM
DEFENDANT(S)	

NOTICE TO PARTIES:

It is the policy of this Court to encourage settlement of civil litigation when such is in the best interest of the parties. The Court favors any reasonable means, including alternative dispute resolution (ADR), to accomplish this goal. See Civil L.R. 16-15. Unless exempted by the trial judge, parties in all civil cases must participate in an ADR process before trial. See Civil L.R. 16-15.1.

The district judge to whom the above-referenced case has been assigned is participating in an ADR Program that presumptively directs this case to either the Court Mediation Panel or to private mediation. See General Order No. 11-10, §5. For more information about the Mediation Panel, visit the Court website, www.cacd.uscourts.gov, under "ADR."

Pursuant to Civil L.R. 26-1(c), counsel are directed to furnish and discuss with their clients the attached ADR Notice To Parties *before* the conference of the parties mandated by Fed.R.Civ.P. 26(f). Based upon the consultation with their clients and discussion with opposing counsel, counsel must indicate the following in their Joint 26(f) Report: 1) whether the case is best suited for mediation with a neutral from the Court Mediation Panel or private mediation; and 2) when the mediation should occur. See Civil L.R. 26-1(c).

At the initial scheduling conference, counsel should be fully prepared to discuss their preference for referral to the Court Mediation Panel or to private mediation and when the mediation should occur. The Court will enter an Order/Referral to ADR at or around the time of the scheduling conference.

Clerk, U. S. District Court

March 24, 2014

Date

By C. Sawyer
Deputy Clerk

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Dale S. Fischer and the assigned Magistrate Judge is Ralph Zarefsky.

The case number on all documents filed with the Court should read as follows:

CV14-2245-DSF(RZx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

March 24, 2014

Date

By C. Sawyer

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.